United States Bankruptey Southern District of New	v York	v	
In re: Delphi Automotive Systems	•	: Chapter 11 : Case No. 05-44640 (Jointly Ad Case No. 05-44481)	lministered Under
г.	Delatar	: Amount \$1,388.00, Claim #290	52
	CE. TOANSKED OF CL.	(<u>AIM PURSUANT TO ERBP_RULE 30</u>	
	CE: TRANSPER OF CLA	VIIII (OKGOAN () O JAMIL NGEESS	<u> </u>
J R R The transfer of your claim as court order) to: F 8 No action is required if you OF YOUR CLAIM, WITH FILE A WRITTE Special Dep United Stat Southern D Alexander I One Bowtin	Tair Harbor Capital, LLC 75 Avenue of the Americas lew York, NY 10001 do not object to the transfer HIN 20 DAYS OF THE D. N OBJECTION TO THE outy Clerk es Bankruptcy Court istrict of New York Hamilton Custom House	r of your claim. However, IF YOU OBJI ATE OF THIS NOTICE, YOU MUST:	ECT TO THE TRANSFER
SEND A COPY O	F YOUR OBJECTION T FROL No i	O THE TRANSFEREE. n your objection.	
		YOUR OBJECTION IS NOT TIMEL R RECORDS AS THE CLAIMANT.	Y FILED, THE
		Intake	
FOR CLERKS OFFICE USI	ONLY:	class mail, postage prepaid on	
INTERNAL CONTROL No	·		
Claims Agent Noticed: (Nam Copy to Transferee;			
		Deputy Clerk	

05-44481-rdd Doc 6215 Filed 12/19/06 Entered 12/19/06 15:10:42 Main Document Pg 2 of 24

FROM : BANKNES INTL FAX NO. PG 2 01 24 Nov. 01. 2006 08:10AM P3

ASSIGNMENT OF CLAIM

Barner International Inc. having a malting address at 814 Chestent St., Rockford, II., 64 His ("Assigner"), in consideration of the sum of f (the "Purchase Price"), does barely transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assigner"), having an address at 875 Avenus of him Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or plaints of Assignor, as more specifically sat forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Benkreptey Court. Southern District of New York (the "Court"), Case No. 05-44441, et al., (Initialy Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$1,398,00, and all rights and benefits of Assignor relating to the Chim, including without theiremore the Proof of Claim, if any, identified below and Assignor's lights to receive all interest, penalties, cure payments that it may be entitled in receive on appropriate of the enamption of pay executory contract or lesse related to the Claim and close, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, my guarantee or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, accurities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor and shall not be deemed to describe interest.

Assigner represents and warrants that (Please Check One):

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v

A Proof of Chim has not been filed in the precedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.

A Press of Claim in the amount of \$1386. This been duty and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set first above, Assignee shall according be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,388.00 that the Claim is that amount is valid and that no objection to the Claim exists and is listed by the Debter on its achedule of flabilities and any amendments thereto ("Schodule") as such; the Claim is a valid, enforceable claim against the Debter; no consent, approval. Filing or corporate, partnership or other action is required as a condition to, of otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and birding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third porty on hehalf of Assignor, in full or purful assistance or, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor has assistance or less inversable treatment than other ansecued creditors; the Claim is not subject to any factoring agreement. Assignor intheir represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial missisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim is not supplied to any factoring agreement. Assignor owns and has title to the Claim free of any and all lions, accurity interests or commitments of any kind are almost or heplate by any other party to reduce the amount of the Claim or to impair its value.

Andgoor hereby agrees that in the event that Analgoor has nesigned or said or door applicant and the Claim to any other party or has or door receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received to shall receive on helalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assigned does not receive the allocated distribution with respect to the Chaim from the Debter's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assigned all amounts paid by Assigned to Assigned, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assigned on account of such other assignment or sale to the other party. Assigned further agrees to pay all come and attorney from imported by Assigned to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Clubs and that such emount may not be absolutely determined until entry of a final order confirming a plan of conganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignor or any agent or representative of Assignor legarding the status of the Proceedings, the condition of Dohtor (financial or otherwise) or any other matter relating to the Proceedings, the Dohtor or the Claim, Assignor represents that it has adequate information announcing the business and financial collidition of Dohtor and the status of the Proceedings to make an informed decision regarding the sale of the Olaim and that it has independently and without reliance on Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to only into this Assignment of Claim.

Assignor agrees to make to Assignor immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimbone Assigned for all casts, and expenses, including reasonable legal fees and costs, incurred by assigned as a result of such disabbayance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein. Assigned is hereby deemed to sall to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the bolinee of suit Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall result such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed to the higher amount and is not subject to any objection by the Debtor.

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FROM : BARNES INTL

FAX NO. : E

Nov. 01 2006 08:11AM P4

Agaigner hereby Irraviously appoints Assignee as its true and leavily attorney and authorizes Agaignee to act in Assignor's stead, to demand, sue for, sumpremise and recover all such amounts as new are, or may beceafter become, due and payable for or on account of the Claim herein assigned, Assignor grants unto Assignoe full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignacis sole option. Assignce shall have no obligation to take my nation to prove or defend the Chain's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desimble to effect the useignment of the Claim and any payments or distributions on account of the Claim to Assignee Including, without limitation, the execution of appropriate immufer powers, comorate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bunkruptcy Code and Assignce his paid for the Claim, Assignor shall immediately remit to Assignce all montes paid by Assignce in regard to the Claim and aymorphip of the Claim shall revert back to Assigner.

Assigner agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Chilor, and to lake such other action with respect to the Chilm in the Proceedings, as assigned may from time to time request. Assigner further agrees that any distribution received by Assignor on account of the Clairs, whether in the form of each, scentities, instrument or any other property, shall constitute property of Assignce to which Assignce has an absolute right, and that Assigner will hold such property in trust and will, at its own exponse, promptly (but not later than 5 huriness days) deliver to Assignee any such property in the same form received, together with any endotrements or documents necessary to transfer such property to Assignee.

If Assignor falls in negatiate the distribution aback issued to Assignor on or before ninety (90) days after issuance of such check, then Amilgnee shall void the distribution check, the amount of cash stributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address redicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address to the Proof of Claim shall be utilized for mich,

The texas of this Assignment of Claim shall be binding upon, and shall intre to the benefit of and be enforceable by Assignes and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, little and interest of Assignee in and to this Assignment of Claim. All representation and warmaties made herein shall survive the execution and delivery of this Assignment of Claim and any auch re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute à single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any blots or Federal court bonded in the State of New York, and Agaigner concerning and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assigner at the address set thirth in this Assignment of Chilm, and in any action hereunder Assigner onlyes the right to demand a trial by jary.

CONSENT AND WAIVER

Upon Assigner's delivery to Assignee of its executed signature page to this Assignment of Claim. Assignor heroby authorizes Assignee to file a notice of transfer pursuant to Rule 3004 (c) of the Federal Rules of Bankruptey Procedure ("FRRP"), with respect to the Claim, white Assignee performs its due diligence on the Claim. Assignee, at he sale option, may withdraw the transfer or subsequently transfer the Claim back to Assignor prosume in Rule 3001 (a) of the PRBP if, in Assigned's sale and absolute discretion, Assigned determines that due diligence is not satisfactory. In the event Assigned transfers the Claim back to Assigned or withdraws the transfer, at such time both Assigner and Assigned release each other of all and my -oldigation or lightifly-regarding this Assignment of Chima-Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and heroby waives (i) its right to raise any objection hereto, and (ii) its right to racelye notice pursuant to Rule 3001 (c) of the FRSP.

IN WITNESS WHEREOF, the undersigned Assigner hereunto sets its hand this 🔼 they of 🖰 🖂 🕒 . 2006.

Bariles leupersational le

(Signatare)

By:

JAMES C. MUNCH CONVINCE

Print Name/Title

Tulephone

Prodrig Glaza - Fair Harbor Capitot, F.J.C.

Delphi - DRUPHI AUTOMOTTYR SYSTEMS LLC - Amended & Resided

United States Bankrupt Southern District of N		Y	
In re: Delphi Corporation, et al		: Chapter H	Inder Case No. 05-44481
Da	Debtor	: : Amount \$6332.30, clai	im #4004
	TICE: TRANSFER OF CL	AIM PURSUANT TO FRBP R	<u>ULE 3001(c) (2)</u>
To: (Transferor)			
, ss (massing)	Field Rubber Products Inc. Michael Field 3211 E Conner Street Noblesville, IN 46060		
The transfer of your claim court order) to:	n as shown above, in the amo	unt of \$6332.30, has been transfe	rred (unless previously expunged by
	Fair Harbor Capital, LLC 875 Avenue of the America New York, NY 10001	ns, Suite 2305	
		er of your claim. However, IF YO DATE OF THIS NOTICE, YOU	OU OBJECT TO THE TRANSFER MUST:
Special United S Southern Alexand One Box	FEN OBJECTION TO THE Deputy Clerk States Bankruptcy Court In District of New York Ier Hamilton Custom Mouse Wling Green Irk, New York 10004-1408	E TRANSFER WITH:	
	OF YOUR OBJECTION ONTROL No.	TO THE TRANSFEREE, in your objection.	
		F YOUR OBJECTION IS NOT IR RECORDS AS THE CLAIM	
			Intake Clerk
FOR CLERKS OFFICE O	JSE ONLY:	t class mail, postage prepaid on _	
INTERNAL CONTROL	No		
Claims Agent Noticed: (N Copy to Transferee;	lame of Outside Agent)		
Deputy Clerk			

<u>assignment of claim</u>

Field Rubber Products Inc., having a mailing address at 3211 % Conner St., Nobleville, IN, 46060 ("Assignor"), in consideration of the sum of he "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignce"), having an address at 875 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$5,783.80, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party. together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or Issued by Debtor in satisfaction of the Claim. The Claim is based on amounts awed to Assignor by Debtor as set forth below and this assignment shall be deemed an obsolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.



A Proof of Claim in the amount of \$6332-32has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assigner shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of

Assignor further represents and warrants that the amount of the Claim is not less than \$5,783.80 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedulo") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filling or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement, Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whotsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignur hereby agrees that in the event that Assignor has assigned or sold or does assign or self the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Dobtor's catato on account of much other assignment or sale, then the Assignor shall immediately reimburse to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fees incurred by Assignee to deflect such attorneys.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignce nor any agent or representative of Assignce has made any representation whatsurever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debter or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Dahter and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assigner, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsuever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount regald for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sail to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim poid hursin not to axound twice the Claim amount specified above. Assigned shall rumit such payment to Assigner upon Assignce's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assigned as its true and lawful attorney and authorizes Assigned to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Chaira herein assigned. Assignor grants unto Assignce (bill authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assigned's sole option. Assigned shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignce has paid for the Claim, Assigner shall immediately result to Assignee all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignce all notices received from Dehtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assignor fails to negotiate the distribution shock issued to Assignor on or before ninety (90) days after issuence of such sheek, then Assigned shall vold the distribution check, the amount of cash attributable to such check shall be deposited in Assigner's bank account, and Assigner shall be automatically deemed to have welved its Chim. Unless Assigned is informed otherwise, the address indicated on this Assignment of Chim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall have to the banefit of and be enforceable by Assigner, Assigner and their respective successors and assigns.

Assignor bereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be decided to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Pederal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Sankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee purforms its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignce transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim: Assignment bareby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection herero, and (ii) its right to receive notice putsuant to Rule 3001 (c) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor hereunte sets its hand this _20th_day of November _______, 2006.

Field Rubber Preducts Inc.

(Signature)

<u>Michael J. Field/Vice Prosident</u>

Print Name/Title

Fredric Glass - Fair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankrupt Southern District of N	New York	_	
In re: Delphi Corporation , et a		: Chapter II : Jointly Administered Un	ider Case No. 05-44481
	Debtor	: : Amount \$6332.30, clain	1 #4429
<u>NO</u>	TICE: TRANSFER OF CLA	AIM PURSUANT TO FRBP RU	LE 3001(c) (2)
To: (Transferor)			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Field Rubber Products Inc. Michael Field 3211 E Conner Street Noblesville, IN 46060		
The transfer of your claim court order) to:	as shown above, in the amou	nt of \$6332.30, has been transferre	ed (unless previously expunged by
,	Fair Harbor Capital, LLC 875 Avenue of the Americas New York, NY 10001	, Suite 2305	
		of your claim. However, IF YOU ATE OF THIS NOTICE, YOU N	OBJECT TO THE TRANSFER MUST:
Special I United S Southern Alexand One Box	FEN OBJECTION TO THE Deputy Clerk states Bankruptey Court t District of New York er Hamilton Custom House whing Green rk, New York	TRANSFER WITH:	
	OF YOUR OBJECTION TO	O THE TRANSFEREE. I your objection.	
		YOUR OBJECTION IS NOT T R RECORDS AS THE CLAIMA	
			Intake Clerk
FOR CLERKS OFFICE I	ISE ONLY:	class mail, postage prepaid on	
INTERNAL CONTROL	No		
Claims Agent Noticed: (N Copy to Transferee:	ame of Outside Agent)		
Deputy Clerk			

Field Rubber Products Bre, having a mailing address at 3211 E Conner St., Noblesville, IN, 46060 ("Assignor"), in consideration of the sum of he "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas. Suite 2305, New York, NY 10001, all of Assignor's right, fitle and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Faintly Administered Uniter Case No. 05-44681), in the currently outstanding amount of not less than \$5,783.80, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, If any, identified below and Assignor's rights to receive all Interest, penetites, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be pold with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with voting and ofter rights and benefits arising from, under or relating to any of the foregoing, and all east, accurities, instruments and other properly which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an obsolute and unconditional assignment of the Claim for the purpose of collection and shall not be decimed to create a security interest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filing any Proof
of Claim on your behalf.



A Proof of Claim in the amount of \$6332-30 has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assigner shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$3,783.80 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of flabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership of oblief action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been thely authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor exceiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoover, not that there are no offsets or defenses or preferential payment itemand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party this assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's satate on account of mole other assignment or sale, then the Assignor shall immediately reimburse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional infrity-tive percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assigner further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be obsolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assigner regarding the states of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it into adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason wholsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest of the rate of ten percent (10%) per amount or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest of the rate of ten percent (10%) per amount on the amount repaid for the period from the date of this Assignment through the date such repayment in made. Assignor further agrees to reimburse Assignme for all costs, and expenses, including reasonable legal fees and costs, incurred by assigned as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of satification to assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor bereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stend, to demand, sue for, compromise and recover all such amounts as now are, or may be teafter become, due and payable for or on account of the Claim herein assigned. Assignor grants two Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's vatidity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to offset the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assigner shall immediately remit to Assignee all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assigner.

Assignor agrees to forward to Assignee all notices received from Dehtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether is the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assignor fails to accordate the distribution check issued to Assignor on or before ninety (90) days after issuence of such check, then Assignor shall be deposited in Assignor's bank account, and Assignor shall be sutomatically deemed to have wrived its Chim. Unless Assigned is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall fours to the benefit of and be enforceable by Assignor, Assignor and their respective audeessors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warmnites made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be desired to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to end confers personal Jurisdiction over Assignor by such courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury,

CONSENT AND WAIVER

Bv:

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby sufficience Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Roles of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the fransfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release each other of all and any obligation or ilability regarding this Assignment of Claim: Assignor backy acknowledges and consens to all of the terms set forth in this Assignment of Claim and hereby walves (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor bereunto sets its hand this <u>20th</u> day of <u>Neverther</u>, 2006.

Field Rubber Products Inc

-3/1/1/

Michael J. Field/Vice President

Print Name/Tide

, ereluneur

Fredric Glass - Fair Harber Copital, LLC

Ociphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankru Southern District o			
In re: Delphi Automotive Sys	•	: Chapter 11 : Case No. 05-44640 (Jointly Case No. 05-44481)	Administered Under
	Debtor	: Amount \$5,783.80, Claim #	3987
	OTICE: TRANSFER OF CLAIR	M PURSUANT TO FRBP RULE	3001(e) (2)
To: (Transferor)	Field Rubber Products Inc. Michael Field 3211 E Conner Street Noblesville, IN 46060		
The transfer of your clacourt order) to:	aim as shown above, in the amount Fair Harbor Capital, LLC 875 Avenue of the Americas, S New York, NY 10001	of \$5,783.80, has been transferred (Suite 2305	unless proviously expunged by
		f your claim, However, IF YOU OI 'E OF THIS NOTICE, YOU MUS	
Speci Unite South Alexe One I	TTEN OBJECTION TO THE T al Deputy Clerk al States Bankruptey Court tern District of New York ander Hamilton Custom House Bowling Green York, New York 10004-1408	RANSFER WITH:	
SEND A COI Refer to INTERNAL (PY OF YOUR OBJECTION TO CONTROL Noin 3	THE TRANSFEREE.	
If you file an objection TRANSFEREE WILI	a hearing will be scheduled. IF You be SUBSTITUTED ON OUR I	OUR OBJECTION IS NOT TIME RECORDS AS THE CLAIMANT	ELY FILED, THE
		fota	ke Clerk
FÖR CLERKS OFFICI	E USE ONLY:	ass mail, postage prepaid on	
INTERNAL CONTRO	L No		
	(Name of Outside Agent)		
		Deputy Cler	

Pield Ruther Products Inc., having a mailing address at 3211 E. Conner St., , Nobleville, IN, 46060 ("Assignor"), in consideration of the sum of he "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas. Suite 2305. New York, NY 10001, all of Assignor's right, fitle and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Backruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44481), in the currently emstanding amount of not less than \$5,783.80, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, core payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, courses of action against the Debtor, its affiliates, any guaranter or other third purty, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, scaurities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be decreated an physolate and unconditional assignment of the Claim for the purpose of collection and shall not be decreated to create a security interest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.



A Proof of Claim in the amount of \$6332.30has been duly and timoly filed in the Proceedings (and a true copy of such Proof of Claim is ettached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignce shall nevertheless be decreed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor firther represents and warrants that the amount of the Claim is not test than \$5,783.80 that the Claim is that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor, no consent, approval, filing or emporate, parthership or other action is required as a condition to, or otherwise in connection with the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any sots, conduct or omissions that might result in Assignor receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all licus, security interests or enumbrances of any kind or nature whatenever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor backly agrees that in the event that Assignor has assigned or sold or does ussign or self the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or self the Claim to any other party or has received or shall receive on behalf of Assigner, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Dobtor's catate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assigner in their agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assigned not any agent or representative of Assignee has made any representation whatsnever to Assignor regarding the states of the Proceedings, the Control of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per armon on the amount repaid for the period from the date of this Assignment through the date such repayment to roade. Assignor further agrees to reimburse Assignue for all costs, and expenses, including reasonable legal fees and costs, incurred by assignue as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignur is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of sald Claim at the same percentage of stoim puld became not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's sallsfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debian.

Assignor bereby irrevocably appoints Assignor as its true and lawful atterney and authorizes Assignor to get in Assignor's stend, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignue full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assigned's sold option. Assigned shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to offeel the assignment of the Claim. and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and congents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy east is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignce has paid for the Claim, Assignor shall immediately remit to Assignse all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor,

Assignor agrees to forward to Assignce all notices received from Debtor, the Court or any third party with respect to the Claim assigned berein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution received by Assignor on account of the Claim, whether in the form of eash, securities, instrument or any other properly, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee,

U Assigner fails to regotiate the distribution check issued to Assigner on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each attributable to such check shall be deposited in Assignor's bank account, and Assignor shall be automatically deemed to have walved its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proparablices for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall insire to the banefit of and be enfished by Assigner, Assigner and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made bettein shall survive the execution and delivery of this Assignment of Ulnim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a sinole agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action againg under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Austrament of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER.

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Sankruptcy Procedure ("FREP"), with respect to the Claim, while Assigner performs its due diligence on the Claim. Assignce, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assignor pursuant to Rule 3001 (c) of the FRBP II, in Assignee's sole and absolute discretion, Assignee determines that due different is not satisfactory. In the event Assignce transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignce release each other of all and any obligation or liability regarding this Assignment of Claim: Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor bereaute sets its hand this 20th day of November . 2006.

Field Rubbar Products Inc

By:

Fredric Glass - Fair Harbor Capital, LLC

Michael J. Field/Vice President

Print Name/Title

Dolphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankro Southern District of	of New York	·	
In re: Delphi Automotive Sy	ystems, LLC	: Chapter 11	ointly Administered Under
	Debtor	: Amount \$4,654.50, Cli	aim # 2121
	NOTICE: TRANSFER OF CL.	X <u>AIM PURSUANT TO ERBP R</u>	ULE 3001(e) (2)
To: (Transferor) The transfer of your electric order) to:	Lumbee Enterprises, Inc. J. Clark 415 Axminister Penton, MO 63026 laim as shown above, in the amount of the Enterprise State of the America.		erted (unless previously expunged by
OF YOUR CLAIM, FILE A WR Spec Units Sout Alex	WITHIN 20 DAYS OF THE D ITTEN OBJECTION TO THE tial Deputy Clerk ed States Bankruptcy Court hern District of New York ander Hamilton Custom House	ATÉ OF THIS NOTICE, YOU	U OBJECT TO THE TRANSFER MUST:
Now SEND A CO Refer to INTERNAL		n your objection.	
TRANSFEREE WIL	i a hearing will be scheduled. The L. BE SUBSTITUTED ON OU	YOUR OBJECTION IS NOT R RECORDS AS THE CLAIM	TIMELY FILED, THE ANT. Intake Clerk
FOR CLERKS OFFIC	E USE ONLY:	class mail, postage prepaid on _	
INTERNAL CONTRO	OL No		
Claims Agent Noticed: Copy to Transferee:	(Name of Outside Agent)		
		Deputy	Clerk

Lumbée Enterprises, Inc., having a mailing address at 415 Axminister., Penton, MO, 63026 ("Assignor"), in consideration of the sum of its "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignor"), having an address at 875 Avenue or me Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, or more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44641), in the controlly untainfuling amount of not less than \$4,654.50, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or less related to the Claim and fees, if any, which may be pull with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and anconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check Ope):

A Proof of Claim has not been filed in the proceedings. Assignce shall not be responsible for filling any Proof of Claim on your behalf.

¥

A Proof of Claim in the amount of S has been duly and threly filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignment shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$4,654.50 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any attendments thereto ("Schadule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other nation is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assigner is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, it whole or in part, that Assignor owns and has title to the Claim free of my and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assigned does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately rainburse to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as flouidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fees focurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate Information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without relimnee on Assignce, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assigner agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoover in whole or in part, or if the Claim is not flated on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per amount on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including crassonable legal fees and costs, incurred by assignce as a result of such disoflowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the sante percentage of claim paid herein not to exceed twice the Claim amount specified above, Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debut.

Assignor hereby irrovocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or destrable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee Including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Chahn, Assignor shall humediately read to Assignee all montes paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time in time request. Assigner further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignee will hald such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignor shall void the distribution check, the amount of cash attributable to such these shall be deposited in Assigner's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed. In which case the address on the froof of Claim shall be utilized for such.

The tunus of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns.

Assignor hereby acknowledges that Assignce may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the taws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by multing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptey Procedure ("PRBP"), with respect to the Claim, white Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assigner or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assignment hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (I) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assigner hereunto sets its hand this 3/37 day of 0.77., 2000

Lumbee Enterprises, Inc.

By: A Autil Claud

Print Name/Title

Telephone

Fredric Glass - Paig Hitroor Copital, LLC

Delphi - DELPHI ALITOMOTIVE SYSTEMS LLC Amended & Restated

United States Banker Southern District o		Y	
In re: Delphi Automotive Sy		: Chapter II : Case No. 05-44640 (Joint Case No. 05-44481)	ly Administered Under
	Debtor	: Amount \$5858.60, Claim	# 4710
	Dealm	X	
1	NOTICE: TRANSFER OF C	LAIM PURSUANT TO FRBP RUL	E 3001(e) (2)
To: (Transferor)	Mid West Wire Products Richard Geralds 800 Woodward Hgts Blvd Ferndale, MI 48220		
The (ransfer of your cleourt order) to:	faim as shown above, in the am Fair Harbor Capital, LLC 875 Avenue of the Ameri New York, NY 10001		d (unless previously expunged by
		fer of your claim, However, IF YOU DATE OF THIS NOTICE, YOU M	
Spec Unit Sout Alex One	ITTEN OBJECTION TO THe state that Deputy Clerk and States Bankruptcy Court hern District of New York ander Hamilton Custom House Bowling Green York, New York 10004-1408	IE TRANSFER WITH:	
	PY OF YOUR OBJECTION	TO THE TRANSFEREE in your objection.	
		IF YOUR OBJECTION IS NOT TI FUR RECORDS AS THE CLAIMAI	
			ntake Clerk
FOR CLERKS OFFIC	E USE ONLY:	rst class mail, postage prepaid on	
INTERNAL CONTRO	DL No		
	: (Name of Outside Agent)	_	
		Deputy Ci	crk

Pg 17 of 24

Sep. 20 2006 10:31AM P2

ASSIGNMENT OF CLAIM

Assignor represents and warrants that (Please Check One):

al "

A Proof of Claim in the amount of \$______ has been duly and timely filed in the Proceedings (and a time copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim smooth differs from the Claim antonot set forth above, Assigner shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be emitted to identify itself as owner of such Proof of Claim on the records of the Court

Assignor further represents and warrants that the amount of the Claim is not tess than \$3,835.00 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debter on its schedule of fiabilities and any amendments therate ("Schedule") as such; the Claim in a valid, enforceable claim against the Debter, no consent, approval, filing or companie, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, excepted and delivered by Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its teems; no payment or other distribution has been received by Assignor, or by say third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the chaim; Assignor has not engaged in any acts, conduct or ordinations that redget resolving in respect of the Claim proportionately less payments or abstractions or less favorable measurent than other ordinations; the Claim is not subject to my factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assignor, or by any third party claiming through Assignor, in that Assignor has not previously assignor, or by any third party claiming through Assignor, in that Assignor has not previously assignor, so be asserted by or on behalf of Debter or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agreed that in the event that Assignor has assigned or told or does assign or sell the Claim to any other party or has or door receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has receive the allocated distribution with respect to the Claim from the Debor's estate on nonnection with the Claim, and Assignor does not receive the allocated distribution with respect to the Claim from the Debor's estate on nonnection with the claim, and Assignor shall immediately reinformed to Assigne all amounts paid by Assignor to Assignor, plus an amount of such other anadditional thirty-five percent (35%) of the Claim smount or liquidated damages suffered by Assignor an account of such other assignment of sale to the other party. Assignor further agrees to pay all costs and attorney feas insured by Assignee to onlike this afrecient.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confurning a plan of reorganization. Assigner acknowledges that, except as set forth to this Assignment; neither Assigner not may agent or representative of Assigner made may representation whereover to Assigner reparding the status of the Proceedings, the condition of Debus (final nois) or otherwise) or any other matter relating to the Proceedings, the Debus or the Claim. Assigner represents that it has adequate information concerning the business and financial condition of Debus with a small proceedings to make an information as a latformed decident regarding the sale of the Claim and mat it has independently and without reliance on Assigner, and based on such information as Assigner has decided appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to outer into this Assignment of Claim.

Assignor agrees to make to Assignan intendible proportional restination and appayment of the above Parchase Price to the catem that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as uniquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per amount on the amount repaid for the period from the date of this Assignment through the date and experience is made. Assignor further agrees to relativistic Assignment expenses, and expenses, including reasonable legal feet and could be anniqued as a result of such disallowance. In the event the Claim is utilizately allowed in an amount in excess of the amount purchased horein. Assignment is hereby desired to soil to Assigned, and, at Assignment upon interesting of claim paid hardin not to exceed twice the Claim amount specified above. Assignment shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debter.

Assigner heraby irrevocably appoints Assigned as its true and leavigh attorney and subjectives Assigned to act in Assigner's stead, to demand, one for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim James analysisch. Assignor grants unto Assignor full authority to do all things necessary to enforce the claim and its rights there under pursuant in this Assignment of Claim. Assigner agrees that the powers granted by this paragraph are discretionary in maure and that Assignee may exercise or decline to exercise such powers at Assignee's cole antion. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or destruble to effect the sealgament of the Claim and any payments or distributions on percount of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, comporate resolutions and contents.

Assigner acknowledges that, to the event that the Debter's bankraptcy case is dismissed or converted to a case under Chapter 7 of the Bankraptcy Costs and Assigner has paid for the Claim, Assignor shall immediately most to Assignee all mostes paid by Assignee in tegral to the Claim and correship of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assigned may from time to time request. Assigner further agrees that any distribution received by Assignar on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Ausignee but an absolute right, and that Assigner will hold such property in treat and will, at its own expense; promptly (but not later than 5 becomes days) dalives to Analyses any mon property in the same form excelved, together all the end or decomments necessary to transfer such property to days) the transfer such property to days) the transfer such property to days) the transfer such that the same form excelved, together all the end of the same form excelved.

If Assigner falls to appointe the distribution check langed to Assigner on or before alacty (90) days after issuance of such check, then Assigner shall veid the distribution above, the emount of each attributable to such about shall be deposited in Assignme's hask account, and Assignme shall be automatically downed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution proposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The terms of this Assignment of Cluim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignor and their respective successors and assigns.

Assignor hereby acknowledges that Assignor may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the exception and delivery of this Assignment of Claim and any such co-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Citim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or taleting to this Assignment of Olaim zony be brought in any Amta or Faderal court located in the State of New York, and Assigner consents to and coulding personal jurisdiction over Assignor by such court or courts and agrees that service of process may be open Assignor by mailing a copy of said. process to Assignor at the address set forth in this Ansignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jugy.

CONSENT AND WAIVER

Upon Assignor's dolivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignce to file a notice of transfer pursuant to Rule 2001 (e) of the Federal Rules of Bankruptcy Processes ("FRESP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignor, at its sole option, may withdraw the transfer or subsequently francier the Claim back to Assignor pursuent to Rule 3001 (c) of the FREP if, in Assignce's sole and absolute discretion, Assignce determines that due diligence is not satisfactory. In the event Assigned transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignor offices each either of all and any obligation or liability regarding this Assignment of Claim. Assigner hereby acknowledges and consents to all of the terms sot forth in this Assignment of Claim and hereby waives (1) its right to cause any objection haveto, and (ii) its right to receive notice payspant to Raio 2001. (a) of the PREP.

IN WITHDOW WINDOW, the undersigned Assigner humanite sem in land this 20 day of Serverible 12 2006.

Print Name/Title

Telephone

Predric Glass - Fair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC

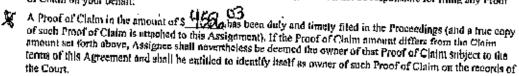
United States Bank Southern District	of New York		
In re:		X	
Delphi Automotive Systems, LLC		: Chapter [†	
		: Case No. 05-44640 (Jointly Ad Case No. 05-44481)	dministered Under
		; Amount \$4556.03, Clafm # 49	52
AP	Debtor	X	
	NOTICE: TRANSFER OF C	CLAIM PURSUANT TO FRBP RULE 30	(JL(e) (2)
To: (Transferor)			
(,	Staticycle Inc		
	George Wells		
	PO Box 9001588		
	Louisville, KY 40290		
The transfer of your occurt order) to:	claim as shown above, in the an	nount of \$4556.03, has been transferred (uni	less previously expunged by
•	Fair Harbor Capital, LLC		
	875 Avenue of the Ameri	icas, Suite 2305	
	New York, NY 10001		
No action is required OF YOUR CLAIM,	if you do not object to the trans WITHIN 20 DAYS OF THE	sfer of your claim. However, IF YOU OBJI DATE OF THIS NOTICE, YOU MUST	ECT TO THE TRANSFER
	RITTEN OBJECTION TO TH	HE TRANSFER WITH:	
	cial Deputy Clerk ted States Bankruptcy Court		
	them District of New York		
Ale	xander Hamilton Custom House		
	Bowling Green v York, New York 10004-1408		
		· mo = · · · · · · · · · · · · · · · · · ·	
SEND A CC Refer to INTERNAL	DPV OF YOUR OBJECTION CONTROL No	n TO THE TRANSFEREE, in your objection.	
lf you file an objectio TRANSFEREE WIL	n a hearing will be scheduled. LL BE SUBSTITUTED ON O	IF YOUR OBJECTION IS NOT TIMEL OUR RECORDS AS THE CLAIMANT.	Y FILED, THE
		Intake	Clerk
POR CLERKS OFFIC	CE USE ONLY;		
This notice was maile	d to the first named party, by fir	rst class mail, postage prepaid on	, 200
NTERNAL CONTRO	OL No		
Claims Agent Noticed Copy to Transferee;	l: (Name of Outside Agent)	_	
		Deputy Clerk	·
		pehacy clock	



Sterleycle Inc., having a mailing address at PO Box 9001588... Loniaville, KY, 40290-1588 ("Assignor"), in consideration of the sum of (the "Portchase Prico"), does hereby manafer to FAIR HARROR CAPITAL, LLC, as agent ("Assignor"), beving an address at 873 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and luterest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Dobtor in proceedings for reorganization (the "Proceedings") in the United States Boakruptey Court, Southern District of New York (the "Court"), Case No. 05-44440, et al. (Jointly Administered Under including without limitation the Proof of Claim, if any, identified below and Assignor's rights and benefits of Assignor relating to the Claim, may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with whilet may be paid or Issued by Debtor in satisfaction of the Claim, The Claim is based on amounts oved to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to

Assignor represents and warrants that (Pleuse Check One);

A Proof of Claim has not been fited in the proceedings. Assignee shall not be responsible for filling any Proof of Claim on your behalf.



Assignor further represents and warrants that the amount of the Claim is not less than \$3,550.87 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedulu") as such; the Claim is a valid, enforceable claim against the Debtor; no noncont, approval, filing or corporate, paracetship or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the sequisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial antification of, or in connection with the payments or distributions or less favorable treatment than other insecured areditore; the Claim is not subject to any fluororing agreement. Assignor instributions or less favorable treatment than other insecured areditore; the Claim is not subject to any fluororing agreement. Assignor satisfaction of the Claim, that Assignor has not proviously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor offsets or detenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has configned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or seld or does assign or sell the Claim to any other party or has received or shall receive an behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately relimbates to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fore incurred by Assignee to collect auch arrowners.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as ser forth in this Assignment, neither Assignee not any agent or representative of Assignee has made any representation whatsoever to Assigner regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assigner represents that it has adequate information concerning like business and financial condition of Debtor and the status of the Proceedings to make an information as decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assigner has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own soulysis and decision to enter into this Assignment of Claim.

Assigned squees to make to Assigned immediate proportional restination and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any mason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per anatum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburso Assignee for all costs, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby decared to sell to Assignee, and, at Assignee's option only, Assigner hereby agrees to purchase, the balance of said Claim at the Assigner's antisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debter.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim berein configured. Assignor grants unto Assignee full authority to do all things necessary to enforce the oldin and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignce's safe option. Assignce shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary of desimble to offeet the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's hankmiptey case is dismissed or converted to a case under Chapter 7 of the Bankmiptey Code and Assignee has paid for the Claim, Assignor shall Immediately result to Assignee all monics paid by Assignee in regard to the Chain and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agmes that any distribution received by Assignor on account of the Chaim, whether in the form of easil, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property to trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents messessive to transfer much property to Assigned.

-JEAssignor fails to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such block, then Assignee shall vold the distribution check, the amount of cash attriburable to such check shall be deposited to Assigned's bank account, and Assigner shall be stitumatically deemed to have woived in Claim. Unless Assignce is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be binding upon, and shall inure to the henefit of and be enforceable by Assigner, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assigned may at any time reassign the Claim, together with all right, title and interest of Assigned in and to this Assignment of Claim. All representation and warranties made hereig shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action ording under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court of courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor in the address set forth in this Assignment of Clairs, and in any action becounder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Ausignos to file a notice of tempfer pursuant to Rule 3001 (c) of the Federal Rules of Banktuptcy Procedure ("FREP"), with respect to the Claim, while Assignce performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that due diligonee is not satisfactory. In the event Assignee transfer the Claim back to Assignor or withdraws the tunishe, at such time both Assigner and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor hereby auknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection heroto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the PREP.

IN WITNESS WITCHEOF, die malcisigned Assignor hereunto sets its hand this 15, day of September 2006.

Fredric Glass - Pair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC

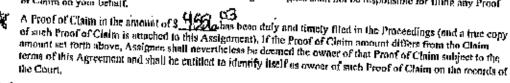
In re:	******X
Delphi Corporation, et al.	: Chapter 11 : Jointly Administered Under Case No. 05-44481
Debtor	: : Amount \$5399,60, Claim # 905
Detto:	X
NOTICE: TRANSFER OF	CLAIM PURSUANT TO FRBP RULE 3001(e) (2)
To: (Transferor)	
Stericycle Inc	
George Wells	
PO Box 9001588	
Louisville, KY 40290	
The transfer of your claim as shown above, in the a court order) to:	mount of \$5399.60, has been transferred (unless previously expunged by
Fair Harbor Capital, LL	
875 Avenue of the Amer	ricas, Suite 2305
New York, NY 10001	
No action is required if you do not object to the trail OF YOUR CLAIM, WITHIN 20 DAYS OF THE	nsfer of your claim. However, IF YOU OBJECT TO THE TRANSFEI E DATE OF THIS NOTICE, YOU MUST:
FILE A WRITTEN OBJECTION TO T	THE TRANSFER WITH:
Special Deputy Clerk	
United States Bankruptey Court	
Southern District of New York Alexander Hamilton Custom House	
One Bowling Green	
New York, New York 10004-1408	
SEND A COPY OF YOUR OBJECTIO Refer to INTERNAL CONTROL No	N TO THE TRANSFEREE in your objection.
If you file an objection a hearing will be scheduled. TRANSFEREE WILL, BE SUBSTITUTED ON (IF YOUR OBJECTION IS NOT TIMELY FILED, THE OUR RECORDS AS THE CLAIMANT.
	Intake Clerk
FOR CLERKS OFFICE USE ONLY:	
	first class mail, postage prepaid on, 200
INTERNAL CONTROL No	_
Claims Agent Noticed: (Name of Outside Agent) Copy to Transferee;	
	Deputy Clerk
	Deputy Clerk



Sterleyets line, having a mailing address at PO Box 9001588,... Louisville, KV, 40290-1588 ("Assignor"), in consideration of the sum of (the "Purobuse Price"), does horeby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignor"), having an address at 875 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and Interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI ADTOMOTIVE SYSTEMS LLC ("Debtor"), Dobtor in proceedings for coorganization (the "Proceedings") in the United States Bankruptcy Coart, Southern District of New York (the "Count"). Case No. 05-44640, et al. (Jointly Administrated Under Case No. 05-44481); in the currently outstanding amount of not less than \$3.580.82, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights and benefits of Assignor relating to the Claim, may be entitled to accelve on account of the assumption of any executory contract or least related to the Claim and all other claims, onuses of action against the Debtor, its attitutes, any guarantee or other third party, together with which may be paid or issuent by Debtor in satisfaction of the Claim, the Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and anconditional assignment of the Claim for the purpose of collection and shall not be deemed to

Assignor represents and warrants that (Please Check One);

□ A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.



Assignor further represents and warrants that the amount of the Claim is not less than \$3,550.82 that the Cinim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the exception, delivery and performance of this Agreement by Assignor, this Agreement has been dily authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the payments or distributions or less favorable treatment than other ansecuted realitions; the Claim is not subject to any factoring agreement. Assignor in the Claim, that Assignor has not payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial owns that me payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial owns that has the Claim free of any and all liens, security interests or encumbrances of any kind or puttre whotsoever, and that does are no offsets or detenties or preferential payment determed that have been or may be assented by or on behalf of Debtor or any other party to reduce the

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim, and Assignee does not received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debior's estate on account of such other assignment or sale, then the Assignor shall immediately reinharse to Assignee all amounts poid by Assignee to Assignor, plus an amount equal to an additional party. Assigner further agrees to pay all costs and alternay fees incurred by Assignee to solder such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set faith in this Assignor acknowledges that, assignor reparding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of braced on such information as Assignor bas deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assigned squeez to make to Assigned introductional restitution and repayment of the above Putchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any teason whatsnever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a leaser amount thus the Claim Amount contingent extensive in the rate of this Assignment for the amount repaid for the period from the date of this Assignment frough the date such repayment is made. Assignment formed the amount repaid for the period from the date of this Assignment frough the date by assignment as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein. Assigned is above descent to exceed twee the Claim submitted above. Assigned so putchase, the balance of said Chaim as the Assigned's action that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assigned as its true and lawful attorney and authorizes Assigned to act in Assignor's stend, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things accessary to enforce the claim and its rights there under pursuant to this Assignment of Claim, Assigner agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assigned's sole option. Assigned shall have no obligation to take any action to prove or defend the Cinimic validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desimble to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bunkraptcy case is dismissed or converted to a case under Chapter 7 of the Cankraptcy Code and Assignee has paid for the Claim, Assignor shall immediately remit to Assignee all monies paid by Assignee in repard to the Chim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debtoe, the Court or only third party with respect to the Cialm assigned herein and to vote the Chim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution radaional by Assignor on account of the Claims, whether in the form of east, securities, institution or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in that and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignce any such property in the same form received, together with any undersements or documents necessary to transfer much property to Assignee,

If Assignor fails to negotiate the distribution check issued to Assignor on or before ninesy (90) days after issuance of such theck, then Assignee shall Void the distribution check, the amount of each attributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deemed to have unived its Cloim. Unless Assignce is infuroed outpowise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which onse the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be binding upon, and shall inner to the beautiful of and be enforceable by Assigner, Assigner and their

Assignor hereby noknowledges that Assignee may at any three reassign the Citain, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and constitled in accordance with the laws of the State of New York. Any action prising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers persuand Juristifiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by malling a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action bereunder Assignor waives the right to demand a trial by

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (c) of the Pedetal Rules of Bunkrupncy Procedure ("PRBP"), with respect to the Chaint, while Audignee performs its due diligence on the Cialm. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Cialm back to Assigner pursuant to Rule 3001 (e) of the FRHP if, in Assignee's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignce immeters the Claim book to Assignor or withdraws the usualer, at such time both Assignor and Assignce release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor heraby acknowledges and consents to all of the terms set forth in this Assignment of Claim and becoby waives (i) its sight to raise any objection hereto, and (ii) its right to receive notice purposet to Rule 3001 (c) of the PREP.

IN WITHESS WITHOUT, die inderstgried Assignor nereunto sets its hand thin 15, day of September 2006.

(Sleibiture)

BOTGO Wells Collection 847-943-6814

Fredric Glass - Fair Harbor Capital, LLC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC